



**UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY**

GENERAL PROVISIONS FOR FIXED PRICE CONSTRUCTION SUBCONTRACTS

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CLAUSE 1 – CHANGE ORDER ADJUSTMENTS

All estimated costs used for change order price adjustments at any tier shall be consistent with the contract cost principles and procedures for construction contracts in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by the Department of Energy Acquisition Regulation Part 931 (48 CFR Part 931) in effect as of the date of signature-execution of this Subcontract.

CLAUSE 2 – PERFORMANCE AND PAYMENT BONDS

A. Upon the execution of this Subcontract the Subcontractor shall furnish to the University the following bonds:

1. A Performance Bond, guaranteeing the faithful performance of this Subcontract, and
2. A Payment Bond, guaranteeing the payment of claims of material suppliers and others.

Said bonds shall be in the forms hereto attached and with sureties approved by the University. The premiums upon all such bonds shall be paid by the Subcontractor.

B. The penal amount of the Performance Bond shall be 100 percent of the Subcontract price. The penal amount of the Payment Bond shall be, as follows:

1. When the Subcontract price is not more than \$1,000,000, the penal amount shall be 50 percent of the Subcontract price;
2. When the Subcontract price is more than \$1,000,000 but not more than \$5,000,000, the penal amount shall be 40 percent of the Subcontract price; and
3. When the Subcontract price is more than \$5,000,000, the penal amount shall be \$2,500,000.

C. The University shall approve any surety company which, at the time of execution of this Subcontract, is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

D. The Subcontractor shall promptly furnish additional security as may be required from time to time to protect the interest of the University and the U.S. Government, and of persons supplying labor or materials under this Subcontract, if any surety fails to furnish reports as to its financial condition as required from time to time by the University or otherwise becomes unacceptable to the University; or the Subcontract price is increased to such an extent that the penal sum of the existing bonds becomes inadequate, in the opinion of the University.

CLAUSE 3 – LIENS AND CLAIMS FOR LABOR OR MATERIALS

A. The Subcontractor shall, at any time upon request of the University, submit a sworn statement setting forth the work performed or material furnished by its lower-tier subcontractors and suppliers, and the amount due to become due to each, and that before final payment called for hereunder, the Subcontractor will, if requested, submit to University a complete set of vouchers showing what payments have been made for material and labor used in connection with the work under this Subcontract.

B. The Subcontractor shall promptly notify the University in writing of any claims, demands, causes of action, or suits arising out of or related to the furnishing of material or labor in connection with the work under this Subcontract brought to its attention. The Subcontractor shall forward with notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, or suits, and, at the request of the University, shall do all things and execute and deliver all appropriate documents and assignments in favor of the University or the U.S. Government of all the Subcontractor's rights and claims growing out of such asserted claims, as will enable the University and the U.S. Government to protect their respective interests by litigation or otherwise.

- C. Neither the final payment nor any part of any retained percentage shall become due until the Subcontractor, if required, delivers to the University a complete release of all liens arising out of this Subcontract, or receipts in full in lieu thereof, as the University may require, and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Subcontractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to the University all amounts that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.
- D. Any lower-tier subcontractor or supplier or anyone else having any claim against the Subcontractor for or on account of work done or material furnished for the performance of the work provided for hereunder may give written notice of said claim and the amount thereof to the University, who may, but shall not be obliged to, thereupon withhold from payments due or to become due thereafter to the Subcontractor an amount equal to such claims until such claims are adjusted and paid. The provisions of this clause shall not lessen or diminish, but shall be in addition to, the right or duty of the University to withhold any payments under the provisions of the laws of the State of California respecting the withholding of sums due to the Subcontractor.

CLAUSE 4 – PERMITS, RESPONSIBILITIES, AND ASSUMPTION OF RISK

The Subcontractor shall, without additional expense to the University, be responsible for obtaining any necessary licenses and permits if the work required by this Subcontract is performed off Federal property. The Subcontractor is further responsible for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Subcontractor shall be responsible for all damages to persons or property that occur as a result of the Subcontractor's fault or negligence. The Subcontractor shall and does hereby assume all risk and responsibility for damage to any materials used or work done in connection with the work from any cause or causes whatsoever, including fire, earthquake and storm, prior to the completion and acceptance of the work, and shall at Subcontractor's own cost and expense, repair and/or replace any work or materials damaged or destroyed. Since no form of property insurance is to be carried by University, it will be the responsibility of Subcontractor to provide its own protection in this respect, and the cost of such protection shall be deemed to be included in the Subcontract price.

CLAUSE 5 – BUY AMERICAN ACT REQUIREMENTS

- A. The *BUY AMERICAN ACT-CONSTRUCTION MATERIALS* clause of these GENERAL PROVISIONS requires that only domestic construction material be used in the performance of this Subcontract.
- B. The use of any non-domestic materials under this Subcontract must be approved by the University prior to installation. Unapproved, non-domestic materials delivered to the project site shall be immediately removed from the site by the Subcontractor at the Subcontractor's expense. If non-conforming materials are installed, the Subcontractor shall remove the non-conforming material from the work and replace the material with approved domestic material, at the Subcontractor's expense. If the cost of removal is prohibitive, as determined by the University, and the non-conforming material otherwise meets the requirements of the specifications, the cost of the non-conforming material shall be deducted from the Subcontract amount. The Subcontractor shall not have an option in this matter.

CLAUSE 6 – RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL

- A. The Subcontractor shall comply with all applicable U.S. export control laws and regulations in the performance of this Subcontract and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
- B. The Subcontractor shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Subcontractor shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person in the performance of this Subcontract, including instances where the work is to be performed at the Lawrence Livermore National Laboratory (LLNL), where the foreign person will have access to any information, technology, or software subject to export control.
- C. The Subcontractor shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
- D. The Subcontractor shall ensure that the provisions of this clause apply to its subcontractors.

CLAUSE 7 – ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

- A. The Subcontractor shall utilize environmentally preferable products and services, i.e., products and services that have a lesser or reduced effect on human health and the environment, including those with "recovered material," as defined in

48 CFR 2.101 and 11.301, to the maximum extent possible without conflicting with the technical requirements of the Subcontract or jeopardizing the intended end use of the items or services to be furnished under this Subcontract.

- B. To the extent available, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Subcontract shall be no less than 30 percent post-consumer material.
- C. The Subcontractor shall notify the University Procurement Representative in writing if an "EPA-designated item," as defined in 48 CFR 23.402, used in performing this Subcontract does not contain at least the percentage of recovered material required by any applicable specification of this Subcontract. Such notice shall include a detailed written justification for such failure, on the basis that the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

CLAUSE 8 - QUALITY OF MATERIALS AND SUPPLIES

- A. Any materials or supplies furnished or used by the Subcontractor shall as a minimum: (1) conform to the requirements of this Subcontract and be as warranted; (2) be new and not be of such age or so deteriorated as to impair their usefulness or safety; and (3) not contain any counterfeit/suspect items. The furnishing of reconditioned materials or supplies must be specified in the Subcontract or approved by the University Procurement Representative, and shall be warranted the same as new items.
- B. The University will not accept any work involving the furnishing or use of materials or supplies, found by the University to not meet the minimum requirements of paragraph A, above; to be reconditioned; or to constitute suspect/counterfeit items, notwithstanding any inspection or acceptance of delivery by the University, unless such condition is specifically approved in writing by the University Procurement Representative. The Subcontractor shall promptly replace such items at its expense with conforming items.
- C. The University will impound any suspect/counterfeit items furnished or used under this Subcontract and may provide such items to the appropriate authorities for investigation. The University reserves the right to withhold payment for the suspect/counterfeit items pending the results of any such investigation.
- D. A suspect item is any material, part, or component that visual inspection, testing, or other information indicates may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute made without legal right or authority or whose material, performance, or characteristics are knowingly misrepresented by the Subcontract, supplier, distributor, or manufacturer. Types of known suspect/counterfeit items include, but are not limited to: fasteners, circuit breakers, valves, piping components, electrical devices, plate, bar, shapes, and channel members. Such items may be falsely labeled as a different class of part, or be used or refurbished parts that are falsely represented as new parts.

CLAUSE 9 - FORCED, CONVICT, AND INDENTURED LABOR

- A. By signing or accepting this Subcontract, the Subcontractor hereby certifies that no equipment, materials, or supplies furnished to the University pursuant to this Subcontract will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- B. Any subcontractor contracting with the University who knew or should have known that the equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract or subcontract pursuant to the above, may have any or all of the following sanctions imposed: (1) the contract or subcontract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University; or (2) the subcontractor may be removed from consideration for University contracts or subcontracts for at least one year.

CLAUSE 10 – LIMITATIONS ON SUBCONTRACTING

(Applicable if the Subcontract is in excess of \$100,000 and results from a Small Business Set-Aside)

By submission of an offer and execution of this Subcontract, the Subcontractor agrees that in performance of the Subcontract in the case of a Subcontract for:

- A. General construction. The Subcontractor will perform at least 15 percent of the cost of the Subcontract, not including the cost of materials, with its own employees.
- B. Construction by special trade contractors. The Subcontractor will perform at least 25 percent of the cost of the Subcontract, not including the cost of materials, with its own employees.

CLAUSE 11- RELEASE OF INFORMATION

The Subcontractor shall coordinate any planned advertisements, news releases, or other public releases of information concerning this Subcontract, the undertaking, or any data developed hereunder with the University Procurement

Representative prior to release. The Subcontractor may acknowledge the University, the LLNL, and Government sponsorship as appropriate, provided the University's Procurement Representative is provided written notice thereof.

CLAUSE 12 – NON-WAIVER OF DEFAULT

Any failure by the University at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way nor the right of University at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

CLAUSE 13 – ASSIGNMENTS

- A. This Subcontract may be assigned by the University to the U.S. Government or its designee(s) interest.
- B. Except as to assignment of payment due hereunder, the Subcontractor shall have no right, power or authority to sell, mortgage, transfer or assign this Subcontract, any portion hereof, any interest herein, or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the University.
- C. Neither this Subcontract nor any interest created thereby or any claim here under shall pass by operation of law or otherwise to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors, or to any other party or parties, except as expressly authorized by the University. The breach of the foregoing prohibition, whether voluntary, or by operation of law, by any process or proceeding of any court or by attachment, execution, proceeding in reorganization, composition, insolvency, or bankruptcy, whether voluntary or involuntary, shall be cause for default under this Subcontract.

CLAUSE 14 – DISPUTES AND CLAIMS

A. Submittal of Claim

- 1. Except as otherwise provided in the Subcontract, any claim for an equitable adjustment under the Subcontract not resolved in the ordinary course of business shall be referred in writing to the University Procurement Representative within 30 calendar days of the act, event, or order giving rise to the claim. The term "claim," as used in this clause, shall mean a written request for adjustment or interpretation of Subcontract terms, payment of compensation, extension of time, or other relief with respect to the terms of the Subcontract submitted by the Subcontractor to the University with adequate supporting data and including a demand for a decision by the University. The term "adequate supporting data," as used in this clause, shall mean a detailed statement of the basis and supporting reasons for the asserted entitlement and an itemized breakdown of any adjustment or compensation sought.
- 2. If the total amount of the compensation sought exceeds \$50,000, the Subcontractor shall certify, at the time of submission as the claim, as follows:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the Subcontract compensation for which the Subcontractor believes the University is liable.

(Subcontractor's Name)"

B. Decision of University

- 1. The University shall review the facts pertinent to the claim and render a written decision. A copy of the decision shall be furnished to the Subcontractor by certified mail, return receipt requested, or any other method that provides evidence of receipt.
- 2. The University shall use its best efforts to issue a written decision on a claim within 30 days after receipt of the claim. If a decision is not issued within the stipulated period, the University shall notify the Subcontractor of the time within which the decision will be made. This time period shall depend on the size and complexity of the claim and the adequacy of the Subcontractor's supporting data and other relevant factors. If a decision is not issued on any claim within 90 days after the University's receipt of the claim, the claim shall be considered to have been denied.

C. Arbitration

- 1. The decision of the University on any claim may be arbitrated by the Subcontractor. Any written demand for arbitration must be mailed or otherwise furnished to the San Francisco Office of the American Arbitration Association (AAA), at 417 Montgomery Street, San Francisco, CA 94104-1113. A copy of the demand for arbitration shall be furnished to the University.
- 2. The demand shall (a) contain a statement setting forth the nature of the claim, a copy of the University's decision, and a copy of this clause; and (b) identify this Subcontract by title and number, state the amount involved, if any,

and the remedy sought. The demand shall be filed together with the appropriate filing fee, as provided in the AAA Construction Industry Arbitration Rules.

3. No demand for arbitration on a dispute may be made unless the Subcontractor has submitted a claim to the University and until (a) the University has issued a written decision; or (b) 90 days after the date of the University's receipt of a claim, if a decision has not been issued by that date.
4. Timely notice of an intention to arbitrate shall be a prerequisite to an effective election to arbitrate. Except as otherwise provided in this clause, the decision of the University shall be final and conclusive unless the Subcontractor delivers to the University a written notice of the intention to arbitrate, by certified mail, return receipt requested, or any other method that provides evidence of receipt, within:
 - a. 30 days from the date the Subcontractor receives the University's decision on a claim; or
 - b. 180 days after the date of the University's receipt of a claim, if a decision has not been issued by that date.

D. Rules of Arbitration

1. Except as otherwise provided in this clause, arbitration shall be in accordance with the AAA Construction Industry Arbitration Rules in effect on the date the arbitration is initiated, as modified by this clause. The arbitration shall be de novo. The award rendered by the arbitrator(s) shall be final.
2. The following additional modifications are made to the AAA rules:
 - a. The arbitrator(s) shall be neutral and appointed by the AAA.
 - b. If the arbitration panel is composed of three arbitrators, one shall be an attorney. If a single arbitrator hears the claim, the single arbitrator need not be an attorney.
 - c. A claim involving less than \$25,000 shall be heard by a single arbitrator. A claim involving \$25,000 or more shall be heard by three arbitrators.
 - d. The parties shall have the discovery rights and follow the procedures provided in California Code Civil Procedure Section 1283.05. The provisions of subparagraph (e) of Section 1283.05 shall not be applicable.
 - e. The arbitrator(s) may employ expert technical advisor(s) for claims of extraordinary technical complexity with the consent of the parties to this Subcontract. If the arbitrator(s) utilizes an expert technical advisor, such expert technical advisor shall only communicate with the arbitrator(s) on the merits of the claim in writing, with copies served on all parties, or orally on the record in the presence of or after due notice to the parties, except as otherwise consented to in writing by all parties. All evidence, opinions or other information which an expert technical advisor testifies to or furnishes shall be subject to cross-examination and pertinent objections. Either party may object for cause to the use of a particular individual as an expert technical advisor. If such objection is not timely made, it shall be deemed waived. The parties shall share the expense for such expert technical advisor(s) on a pro rata basis.
 - f. If more than one demand for arbitration is made by a party to this Subcontract with respect to concurrent claims referred to the University, all such concurrent claims shall be consolidated into a single arbitration hearing unless the parties to this Subcontract otherwise agree.
 - g. The Subcontractor's performance bond surety for the project, a lower-tier subcontractor or supplier to the Subcontractor, and the Architect may be permitted to join in and be bound by the arbitration if required by the terms of their respective contracts with the Subcontractor or the University. Such joiner shall not be required if it unduly delays or complicates the expeditious resolution of the claim unless a failure to order joiner would be likely to produce inconsistent decisions from separate proceedings among the Subcontractor and University. Any such joiner will be limited to issues raised by the Subcontractor and University directly concerning the claim.
 - h. Unless the parties otherwise agree the locale for the arbitration shall be the San Francisco Bay Area.
 - i. The arbitrator(s) shall issue subpoenas for the attendance of witnesses and for the production of documents and other evidence in accordance with California Code of Civil Procedure Section 1282.6. Witnesses shall be entitled to receive fees and mileage as provided in California Code of Civil Procedure Section 1283.2.
 - j. The arbitrator(s) shall decide the claim in accordance with the applicable substantive law of California, except that clauses based upon federal regulations will be interpreted in accordance with applicable federal decisions. An award, including an award of costs and fees, is beyond the power of the arbitrator(s) if the award is based on an error of law. The award shall include a determination of all the questions submitted to the arbitrator(s) the decision of which is necessary to determine the claim, and a summary of the evidence and the reasons, factual and legal, for the decision. The award shall be in writing and signed by either the sole arbitrator or by at least a majority if there be more than one. The arbitrator(s) shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Subcontract or expressly written modification

or supplemental agreement thereto, or to extend its duration, unless all the parties hereto have expressly agreed, in writing, to give the arbitrator(s) specific authority to do so.

- k. Each party to the arbitration shall pay its pro rata share of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s), not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

E. Litigation

1. The Subcontractor may elect to litigate the University's decision on, or denial of, a claim if the amount of the claim is \$100,000 or more. Such an election shall constitute an irrevocable waiver of the right to arbitrate.
2. No demand for litigation on a dispute may be made unless the Subcontractor has submitted a claim exceeding \$100,000 to the University and until (a) the University has issued a written decision; or (b) the 180 days after the date of the University's receipt of a claim exceeding \$100,000, if a decision has not been issued by that date.
3. Timely notice of an intention to litigate a claim shall be a prerequisite to an effective election to litigate. Except as otherwise provided in this clause, the decision of the University on a claim shall be final and conclusive unless the Subcontractor delivers to the University a written notice of the intention to litigate, by certified mail, return receipt requested, or any other method that provides evidence of receipt, within:
 - a. 90 days from the date the Subcontractor receives the University's decision on a claim; or
 - b. 240 days after the date of the University's receipt of a claim exceeding \$100,000, if a decision has not been issued by that date.
4. The parties hereby elect the Superior Court of the State of California for the County in which the Subcontract was to be performed as the exclusive forum for such litigation.
5. If the University's decision involves a claim of \$100,000 or more, and a party to this Subcontract has demanded arbitration, the other party to this Subcontract shall have seven days from the date of its receipt of the notice of such filing from the AAA within which to file an answering statement of a notice of intention to litigate the decision in lieu of arbitrating it. If the other party does not deliver a written notice of intention to litigate within the seven day period, by certified mail, return receipt requested, or any other method that provides evidence of receipt, that party shall be deemed to have consented to arbitration and to have irrevocably waived the right to litigate the University's decision. If no answering statement is filed within the seven day period, it shall be considered as a denial of the claim.

F. Claims Excluded

The procedures and remedies provided in this clause shall not apply to:

1. any claim for or dispute about penalties or forfeitures prescribed by these GENERAL PROVISIONS or by statute or regulation which another State or Federal agency is specifically authorized to administer, settle or determine;
2. any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death;
3. any claim or dispute involving fraud and misrepresentation;
4. any claim or dispute relating to stop payment requests, stop notices, or the procedures authorized by *LIENS AND CLAIMS FOR LABOR OR MATERIALS* clause of these GENERAL PROVISIONS;
5. any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers; or
6. any claim based on or involving noncompliance with or violation of any applicable health, safety or environmental regulations, statutes or provision(s).

G. Continuance of Performance

Pending any University decision on a dispute or claim, award by the arbitrator(s), or a final adjudication by the courts, the Subcontractor shall proceed diligently with the performance of this Subcontract and in accordance with the University's decision, and the University shall pay for such performance in accordance with the payment terms of this Subcontract, unless the parties to this Subcontract otherwise agree in writing.

CLAUSE 15 – CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, and shall apply as prescribed below. The referenced FAR and DEAR clauses are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations. The clause text may be accessed at the following web sites: FAR-<http://www.arnet.gov/far/>; DEAR-<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation>.

As used in the clauses, the term "contract" shall mean the Subcontract; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who entered into the Subcontract with the University; the term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.227-1, 52.227-2, 52.227-4, and 52.227-14, and DEAR clause 970.5232-3, in which clauses "Government" shall mean the U.S. Government and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract W-7405-ENG-48 with the University. As used in DEAR clauses 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE/NNSA or the University.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS:

FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (Dec 2000), if the Subcontract involves any work at a University controlled site
FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
FAR 52.222-6	DAVIS-BACON ACT (FEB 1995)
FAR 52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
FAR 52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)
FAR 52.222-9	APPRENTICES AND TRAINEES (FEB 1988)
FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
FAR 52.222-12	CONTRACT TERMINATION - DEBARMENT (FEB 1988)
FAR 52.222-13	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS (FEB 1988)
FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (NOTE: Download the EEO Poster at: http://www.dol.gov/esa/ ; select "Posters" then "Equal Employment Opportunity Act")
FAR 52.225-9	BUY AMERICAN ACT- CONSTRUCTION MATERIALS (JUNE 2003)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995)
FAR 52.227-14	RIGHTS IN DATA-GENERAL (JUN 1987), with Alternates II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (See also the <i>LIMITED RIGHTS DATA DISCLOSURE PURPOSES</i> clause, below)
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
FAR 52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
FAR 52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)
FAR 52.236-5	MATERIALS AND WORKMANSHIP (APR 1984)
FAR 52.242-14	SUSPENSION OF WORK (APR 1984)
FAR 52.243-4	CHANGES (AUG 1987)
FAR 52.244-2	SUBCONTRACTS (AUG 1998) Paragraph (e) insert is: "Any subcontract or purchase order for work at a University-controlled site or other than "commercial items" (as defined by FAR 2.101) exceeding \$100,000"
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
FAR 52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (JUNE 2003), as modified by DEAR 952.245-2, if any U.S. Government Property is furnished by the University
FAR 52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994), with Alternate I (APR 1984)
FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996), with Alternate I (SEP 1996)

APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:

FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$25,000:

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995), excluding Paragraph (c)(1)
FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)
FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996), if the Subcontract results from a Small Business Set-Aside
FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (SEP 2000)
FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
FAR 52.227-4 PATENT INDEMNITY-CONSTRUCTION CONTRACTS (APR 1984)
DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000), if costs are a factor in determining the amount payable to the Subcontractor; excluding Paragraph (h)
FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003), if the Subcontract involves international air transportation
FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003), if the Subcontract involves ocean transportation of supplies other than "commercial items"
FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS - SEALED BIDDING (OCT 1997), if the Subcontract results from a sealed bid
FAR 52.214-28 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (OCT 1997), if the Subcontract results from a sealed bid
FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997), if the Subcontract does not result from a sealed bid
FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997), if the Subcontract does not result from a sealed bid
DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)
DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997), if the Subcontract is not for "commercial items"

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$1,000,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002), unless the Subcontractor is a small business or there are no subcontracting possibilities. With Alternate 1 (OCT 2001) if the Subcontract resulted from a sealed bid proposal

APPLICABLE IF THE SUBCONTRACT INVOLVES CLASSIFIED INFORMATION OR UNRESTRICTED ACCESS TO "LIMITED" OR "EXCLUSION" SECURITY AREAS:

DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2000)
DEAR 952.204-2 SECURITY (MAY 2002)
DEAR 952.204-70 CLASSIFICATION / DECLASSIFICATION (SEP 1997)
DEAR 952.204-72 DISCLOSURE OF INFORMATION (APR 1994)
DEAR 952.204-73 FACILITY CLEARANCE (MAY 2002)
DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract exceeds \$25,000

CLAUSE 16 - LIMITED RIGHTS DATA DISCLOSURE PURPOSES

Generally, delivery of Limited Rights Data or Restricted Computer Software should not be necessary. If any Limited Rights Data will be furnished or delivered by the Subcontractor or a lower-tier subcontractor pursuant to Sub-paragraph (g)(2) of the FAR 52.227-14 *RIGHT IN DATA – GENERAL* clause of the GENERAL PROVISIONS, the University may disclose the data for the following purposes, which disclosure purposes shall be inserted in the Limited Rights Notice to be affixed to the data:

- A. This "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. This "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. This "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

CLAUSE 17 - GOVERNING LAW AND VENUE

This Subcontract shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding instituted by either party pertaining to the Subcontract shall be instituted in the State of California in the Superior Court of Alameda County (or in the Superior Court of San Joaquin County if the underlying action occurred at LLNL's Site 300).

CLAUSE 18 - ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

(END OF GENERAL PROVISIONS)